



1. **Finance Charge.** The Finance Charge accrues each day at the Annual Percentage Rate on the unpaid balance of the Amount Financed until paid in full. Where applicable and not prohibited by law, the Lender will apply such payment first to any past due amounts on the account in the following order: Finance Charges, Insurance Charges, Expenses, Fees and the unpaid balance of the Amount Financed. Where applicable and not prohibited by law, payments are then applied to the Monthly Payment Amount or the amount in the following order: Finance Charges, Insurance Charges, Expenses, Fees and the unpaid balance of the Amount Financed. After all past due amounts (if applicable) and the Monthly Payment Amount are satisfied, any excess amount received will be applied to the unpaid balance of the Amount Financed.

2. **Late Payments and Early Payments.** The disclosure of the Finance Charge and Total of Payments are based on the assumption that you will make every payment on the day it is due, according to the payment schedule. Since the Finance Charge varies each day, you will never know Finance Charge and Total of Payments until the day it is paid. If you pay late, the Finance Charge and Total of Payments will be more than listed. You may also pay the Finance Charge and Total of Payments before the day of payment. If you do, the Finance Charge and Total of Payments will be less than listed. If you pay early, the effect will be less than your overpayment will be small. If you pay late you may have one or more additional payments. The amount of such additional payments will not exceed the amount shown on the Payment Schedule.

3. **Ownership and Risk of Loss.** You agree to pay the lender all you owe and will hold the lender harmless from all claims, judgments and damages. You and your **Other Owner** agree to keep the vehicle in good condition, register, and not sell, rent, lease, or otherwise transfer any interest in this vehicle or this Contract until you have paid the lender the last payment. You and your **Other Owner** agree to protect this vehicle from claims of other persons. You and your **Other Owner** agree not to expose the vehicle to misuse or confiscation. You and your **Other Owner** will make sure the lender's security interest in this car has the widest exposure of the law, and you and your **Other Owner** agree to defend the lender's interest in this car. You and your **Other Owner** agree to provide all claims, damages and judgments, and the lender's attorney's fees to anyone or anyone's estate in the vehicle who is not collateralized by the order and your **Other Owner** will not do anything to displace the lender's lien. If this contract says the lender has the right to change the terms or charges on the vehicle, you agree to sign the document you are directed to sign.

4. **Security Interest.** You and any other Owner grant, warrant and warrant to purchase and/or assign to the Vehicle Lender the benefit of the Contract and all of the following that are purchased and/or used in connection with this Contract: (1) all accessories, equipment, and replacement parts installed on the Vehicle; (2) any insurance premiums and charges for storage, towing, service or GA's contracts on the Vehicle; and (3) all proceeds of any selling, leasing or any form of benefit which is received through this Contract. This benefit means sales and use tax in addition to any other sales or transfer tax on the Vehicle. You agree to provide a security interest in the Vehicle to the Vehicle Lender. You agree to provide a security interest of all payments you owe on the Contract and you are not to remove, transfer, surrender or assign any of this Contract. You also warrant that you agree with this Contract. To the extent permitted by applicable law, you agree to waive your right to rescind this Contract. You agree to sign, execute, and deliver any and all documents required by the Vehicle Lender.

5. Waiver of Suretyship Obligations by Other Owners. Any Other Owner agrees that lender may, without notice, or consent, fail to treat Other Owner as a surety, and, notwithstanding lender's right to demand a borrower with sufficient assets, lender's rights with regard to the Collateral by the Other Owner, even if such action affects the Other Owner's rights with regard to the Collateral, or the Borrower. Any Other Owner's rights (1) are not to require lender to proceed against any residual in property, as described hereinabove, before exhausting lender's right to seek to use Collateral or the Other Owner's (1) all presentment, protest, demands and notices of protest, all notices of default, and (2) all rights to enforce or obtain enforcement of lender's rights with respect to the Collateral, or a Borrower, when such enforcement results in the loss of substantial, substantial or other rights therein. Other Owner may have against a Borrower.

6. **Prepayments.** You may prepay the entire balance of the Amount Financed in full at any time without penalty. If you do, You must pay the earned and unpaid part of the Finance Charge and all other payments due up to the date of payment.

7. **Required Physical Damage Insurance.** You agree to have physical damage insurance covering loss or damage to the Vehicle in the term of this Contract, covering the lender (and its successors and assigns) as additional named and listed owner. At any time during the term of this Contract, if you do not have physical damage insurance which covers both Your interest and the lender's interest in the Vehicle, then the lender may buy it for You. If the lender does not buy physical damage insurance which covers both interests in the Vehicle, it may, at its discretion, buy insurance which covers only the lender's interest.

The Lender's Trade: no obligation to buy any insurance, but may do so, if he desires. (If the lender buys either of these coverages, it will let you know what type it is and the charge you must pay. The charge will consist of the cost of the insurance and a finance charge, at the Annual Percentage Rate in this Contract), subject to limit under conditions listed:

B. Late Charge. You will have to pay a late charge on each payment received by the lender more than ten (10) days late. The charge is shown on the "Late Charge" line of the Contract. Acceptance of a late payment or late payment date indicates your late payment or means that you can keep making payments after they are due. The Lender may also take the same late charge in the other applicable sections of this Contract if there is any late payment.

9. **Dishonored Check Charge.** The tender may charge you a \$35 fee for the return by a depository institution of a dishonored check, negotiable instrument, or share draft issued in connection with any payment due under this Contract.

10. **Optional Insurance, Service or GAP Contracts.** This Contract may contain charges for optional insurance, service or GAP contracts. If the Vehicle is repossessed, You agree that we, while we claim benefits under these contracts

11. **Insurance.** Service or GAP Coverage Refunds Received by Lender. If any refund of premiums for required insurance is received by the Lender, it may be credited to Your account or used to buy similar insurance or insurance with coverage only the Lender's interest in a Collateral. Any refund of an optional insurance, service or GAP coverage that occurs by cancellation of credit insurance, will be credited to Your account. You will be notified of credit to Your account. These credits will be applied for against accumulated Finance Charges and then against the unpaid balance of the Account financed. They will not be sent to You from making payments in accordance with the payment schedule on the back of this Contract.

19. Defaults; Required Payment in Full Before Scheduled Date. If You fail to pay any payment when due: (a) You do not perform legally competent if or succeeding individual, partnership or corporation it shows by law or against You or Your partner(s); (b) You break any of the payments in the Contract (any 10% penalty for common); and You pay: null after 1st past due payment; (c) 2) you can sue on the Contract at any time past due payments, depending on the terms. The default interest will continue to occur in the interest rate (known as late charges) until the final date of contract.

If You reside in CO, CT, DC, IL, IA, KS, LA, ME, MD, MA, MI, MN, NC, NY, NJ, OH, RI, SC, SD, TN, TX, VA, VT, WA, WI, You will have an opportunity to take your default* by paying the unpaid post due payments plus the interest and unpaid for all the Finance Charge, pay late

13. **Warranty on Vehicle for Default of Contract.** Repossession means the "You" fail to pay consideration for payment schedule in (2) "You fail to cure your default" but without terminating the lease, may restate your Vehicle under this Contract for the rights you "You default" or (3) "You break any of the agreements in this Contract" therefore, the Landlord has the Vehicle from "You". To take the Vehicle the Landlord can enter "You" property, or the property where the Vehicle is stored, so long as it is done peacefully. If there is any personal property in or on the Vehicle, such as clothing, the Landlord may store it for "You". Any accessories, equipment or replacement parts will remain with this Vehicle.

14. **Returning the Vehicle Back After Expired Lease.** If the Lessor requires the Vehicle, you have the right to get it back. If you want to in CA, CT, DC, IL, MS, NY, OH, or WI, which must be by law your right to return your "Contract". You may get the Vehicle back for paying the unpaid past due payments plus the unpaid unpaid part of the finance charge and all other amounts due as allowed by law, including the cost of towing and storing the Vehicle and other expenses that the

If you remain in any other state, You may redeem the Vehicle by paying the entire amount You owe on the Contract but just send the payment. The amount You owe will be the entire unpaid balance of the First Amount. You need pay the amount You owe plus the Finance Charge and all other amounts due, including the cost of title and closing the Vehicle and other expenses that the lender has incurred. Your right to redeem will end when a Valid sale is sold by the lender.

15. Sale of the Repossessed Vehicle - The lender will mail a written notice of sale to You no less than 10 (10) and no more than 30 (30) days (depending on the state you reside in) before selling the vehicle. If you do not redeem your vehicle, retain your contract, or cure your default (whichever is applicable) by the date on the notice, then lender can sell it. The lender will use the net proceeds of the sale to pay all or part of your debt.

The net proceeds of sale will be figured this way: Any car charges and any charges for taking and using the vehicle, a towing and advertising fee, and the 1% commission, all of any attorney's fees (where permitted by state law) and court costs will be subtracted from the selling price, depending on state law.

If you owe money than the net proceeds of its sale, You may be liable for payment to the lender of the difference between the proceeds of the sale and what you owe when the lender sells a deficiency balance, unless prohibited by state laws. If you do not pay an amount when it comes, you may also be charged interest on the deficiency balance at the Annual Percentage Rate in the Contract, subject to state and federal laws. It may be used to pay off all you owe to this lender.

16. **Collection Costs.** If the lender hires or attempts to collect when You owe, You will pay the collection costs, reasonable attorney's fees (where permitted by state law) and any court costs.

17. **Delay in Enforcing Rights; Changes to This Contract.** The Lender covenants not to delay or refrain from enforcing any of its rights under this Contract without notifying the Borrower. If applicable, the Lender may extend this time for making future payments without extending others.

You agree to be bound by any agreement, terms or conditions that may change the terms and conditions of this Contract due to state and federal law requirements. Any change in terms of this Contract must be in writing and signed by the lender. No oral changes are binding. Only part of the Contract is not void, all other parts will remain enforceable.

18. **Statements.** Lender with request from You, the Lender will provide You with a copy statement of the date and amount of payments and the total amount unpaid in this Contract.

78. Applicable law. The Contract has been submitted for acceptance and it seems to have been executed in Carson City, Nevada. Equity Bank Savings Bank is chartered and regulated by the State of Nevada Department of Business and Industry. Financial Services Division. This Contract and your assets will be governed by the laws of the State of Nevada and applicable federal laws if any provision of it

29. Warrantless Lender Disclosures. You understand that the Lender is not offering any warranties and that there are no implied warranties of merchantability of fitness for a particular purpose, or any title warranties, express or implied by the Lender, covering the Collateral.

This provision does not alter any warranties covering the Collapsed which may be provided by the manufacturer of the vehicle.

outstanding to the Master Assignment Agreement in effect between CDS and Thirdway
Houston Credit Corp.

and (607) 499-2334.

* Note: Some cure and replacement rates may vary from year to year due to your default within a specified time or during the term of your obligation, maintaining your Company's repossession of the Vehicle.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BORROWER COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE BORROWER SHALL NOT EXCEED AMOUNTS PAID BY THE BORROWER HEREUNDER.

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New York State Department of Motor Vehicles

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NOTICE OF RECORDED LIEN

I.D. Number
1HD1FCW1X4Y631607Year
2004Make
HA/DA

ESB ITS SUCCESSORS
AND ASSIGNS
4150 TECHNOLOGY WAY
CARSON CITY NV 89706

788 Wgt/Lgth. GAS Fuel 2 Cyl/Prop. MCY Body/Hull. BL Color

Owner: If you have moved and have not yet notified this Department of your new address, cross out the address shown and print your new address in its place.

OWNER

BITETTO, LISA
89 CENTERPORT RD
CENTERPORT NY 11721

ADDITIONAL LIENHOLDERS

The following information applies only to the lienholder shown in the box above:

- ☐ Our security interest in the vehicle or boat described in this notice has been satisfied.
- ☐ We have assumed ownership of this vehicle or boat. We are transferring ownership to:
- ☐ We have assigned our security interest in this vehicle or boat to:

Lien Filing Code

Name

Date of Assignment

No. and Street

City

State

Zip

Authorized Signature

Date

If you are the owner named on this notice, you can keep this notice with the Certificate of Title and when you sell the vehicle or boat, give the transferred Title AND this notice to the new owner. If you should choose a lien free title before then, return your current title, this lien notice, and a \$10 processing fee to the DMV Title Bureau, Empire State Plaza, Albany NY 12228-0330. (Check or money order should be made payable to the Commissioner of Motor Vehicles.)

If you cannot locate the title for the vehicle or boat, you must apply for a duplicate. You may apply for a duplicate title by completing form MV-902 (available at DMV office) and mailing it with a \$10 check or money order, along with the lien release, to the DMV Title Bureau at the above address.